

RESTRICTIVE COVENANTS
NORTHGATE PLAZA
OTERO COUNTY, NEW MEXICO

WHEREAS, the undersigned owner of the property hereinafter described and located in Otero County, New Mexico, has heretofore filed a plat of the subdivision known and described as Northgate Plaza in the Office of the County Clerk, Otero County, New Mexico; and

WHEREAS, the undersigned owner of said subdivision desires to make and file certain restrictive covenants affecting said property for the protection of all future property owners in said subdivision.

NOW, THEREFORE, the undersigned does hereby declare the creation and existence of certain restrictive covenants as herein after set forth and declares that said restrictions and covenants shall run with the land hereinafter described and to be binding on all parties who are or shall become parties in interest to said land. The property covered and affected by the covenants set forth herein and the restrictions applicable thereto are described as follows, to wit:

Lots 1-10 inclusive of Northgate Plaza, Otero County, New Mexico, a subdivision lying as shown on the official plat thereof on file in the office of the County Clerk of Otero County, New Mexico.

These restrictive covenants are for the benefit of any and all of the owners of the real property within the boundaries of the subdivisions described above and if any of the owners or any of their assigns or successors in interest violate any of these covenants, it shall be lawful for any other owner within that subdivision to enforce these covenants in the district of Otero County, New Mexico. Such enforcement may include, but is not limited to damages, temporary injunction and/or permanent injunction.

The restrictions and protective covenants herein referred to are as follows:

- A. USE - Lots 1-5 may be used for commercial, Lots 6-10 are considered residential only.
1. Commercial. May not be used for junk yard, feed lot or any activity associated directly with poultry swine or other animal storage or processing.
 2. Residential. Permanent homes are as follows:
 - a. No dwelling house smaller than 1000 square feet heated area shall be constructed on any tract herein. All buildings are to be either brick or stone veneer or painted or stained on exterior or wall surfaces within thirty days from the date of completion of construction. No second hand structures shall be moved on any tract.

All dwellings shall be finished as to the exterior within one year from start of construction. All structures shall be completely finished front, sides and rear to the same degree as a first class front, so the view from overlooking or adjoining tracts will not be unduly impaired.

- b. Manufactured homes are allowed:
- 1.) The dwelling must have a minimum of 1000 square feet heated area.
 - 2.) The dwelling must have a shingled, pitched roof.
 - 3.) The dwelling must be permanently set with a VA approved foundation and must have a complete coordinated skirting.
 - 4.) The dwelling must have a minimum of 200 square feet of decking or porch in front.
 - 5.) At the time of installation, the manufactured home must be less than five years old. Ones older than 5 years are allowed if they are approved by the developer.
- c. For modular home: The dwelling must have a minimum of 1000 square feet heated area, and must be set on a permanent VA approved foundation.
3. The premises and improvements of each tract must be maintained in an orderly condition and a good state of repair at all times.
 4. No noxious or offensive activity shall be carried out on any tract nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No storage of junk or salvage material is allowed on the property
 5. Livestock shall be permitted, provided that none are to be kept for commercial purposes. Livestock, such as horses, cattle, sheep, etc. shall be limited to 1 animal per acre and must be contained. Household pets are allowed but must be contained. Kenneling is not permitted. Swine are not permitted.
- B. Diligent Construction: The exterior of any buildings constructed on any lot must be finished within a period of thirty (30) days from the date of completion of construction of such house or building. During the period of construction, the construction site must be kept clean and orderly at all times. All construction trash must be stored in a bin large enough and suitable for such purpose, and must be legally disposed of on a regular basis.
- C. Setbacks: No structure shall be erected on any lot nearer than 25 feet from the front property line, nearer than 10 feet from a side property line or nearer than 10 feet to any property line if it is a rear or side property line which is not a road.
- D. Destruction of Structures: In the event a structure is destroyed, either wholly or partially by fire or any other casualty, said structure shall be properly rebuilt or repaired to conform to this Declaration, or all of the remaining structure including the foundation and all remaining debris shall be totally removed from the lot within ninety (90) days from said occurrence.
- E. Sewage disposal shall consist of individual New Mexico Environmental Department approved septic disposal systems provided one each lot be the individual lot owner. Shared septic systems shall not be permitted. Each lot owner is responsible for maintaining New Mexico Environmental Department required clearances between wells and septic systems, including those on adjacent properties.
- F. Replatting or Subdividing: No replatting, subdividing or reapportionment of lots shall be permitted, except to combine lots into larger lots by eliminating lot lines.
- G. Burning: No brush, trash or other materials shall be burned. No bonfires or incinerators are permitted.

- H. Inoperative Vehicles and Vehicle Repair: No inoperative vehicles shall be kept, permitted or allowed to remain on any lot in the Subdivision. No vehicle parts, motors or vehicle bodies may be stored on any lot and in the event that any lot owner permits an inoperative vehicle to remain on his or her lot for two (2) or more weeks, the vehicle may be removed or towed off at the lot owner's expense.
- I. Sound Devices: No radio, stereo, broadcast or loudspeaker units and no amplifiers of any kind shall be placed upon or outside, or be directed to the outside of any building without prior consent of all neighbors within hearing range.

These covenants are to run with the land and shall be binding upon the owner and all persons claiming under it, their heirs, successors, and assigns, for a period of thirty-five (35) years from the date these restrictive covenants are recorded, after which time said Restrictive Covenants shall be automatically extended for successive periods of fifteen (15) years unless an instrument signed by a majority of the then owners of the lots in the subdivision has been recorded agreeing to change said restriction in whole or in part or releasing any portion of the property in said subdivision from any one, or more, of said Restrictive Covenants.

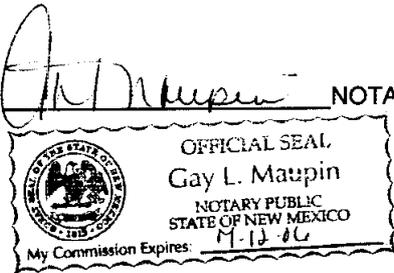
All of the Restrictive Covenants contained herein are for the benefit of any and all of the owners of the lots within the boundaries of the subdivision, and if the undersigned owner or any of its assigns, or successors in interest shall violate or attempt to violate any of such Restrictive Covenants then it shall be lawful for any other person or persons owning land within said boundaries, and for the Architectural Control Committee to prosecute any proceeding at law or in equity to recover damages or to enjoin such act and to have any and all further legal and equitable relief. The word "person" as used herein means any individual, partnership, form, company, trust, association, corporation, or entity of whatsoever nature.

Invalidation of any one of these covenants shall in no way affect any of the other provisions hereof, which shall remain in full force in effect.

IN WITNESS WHEREOF, the said owner has caused this instrument to be executed this

14th of January, 2003.

BY: Norma Bryant
NORMA BRYANT



Gay L. Maupin NOTARY PUBLIC MY COMMISSION EXPIRES 7-12-2006

STATE OF NEW MEXICO } S.S.
OTERO COUNTY

FILED FOR RECORD IN MY OFFICE

This 15 day of Jan, 20 03

At 1:35 o'clock PM and duly recorded

in Book No. 1054 Page 292-294

The records of Otero County, New Mexico

Mary D. [Signature]
County Clerk, Otero County, New Mexico

By Chris Janski
00431

